

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of:

LOINTIER, *et al.*

Group Art Unit: TBD

Serial No.: 10/500,228

Examiner: TBD

Filed: June 25, 2004

Docket No. 80350-1230

For: **MULTIPLE-POUCH INTRAGASTRIC BALLOON, SURGICAL DEVICE
FOR EXPANDING SAID BALLOON AND METHOD FOR MAKING SAME**

RENEWED PETITION UNDER 37 C.F.R. §1.47(a)

Mail Stop PCT
Commissioner for Patents
Office of PCT Legal Administration
P.O. Box 1450
Alexandria, Virginia 22313-1450

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Sir:

We submit this Renewed Petition Under 37 C.F.R. 1.47(a) in response to the dismissal of Applicant's Petition Under 37 C.F.R. 1.47(a) Regarding Uncooperative Inventor which was mailed on June 3, 2005.

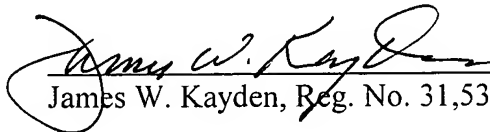
Our original Petition was submitted due to one of the inventors, Mr. Alain Jean Charles Verdier, not wishing to sign the Oath and Declaration and Assignment. To provide additional proof that Mr. Verdier refuses to join the application, attached is a copy of an agreement between Mr. Verdier and the assignee of the application, Helioscopie. The original agreement, as executed by Mr. Verdier and a representative of Helioscopie is in French, therefore an English translation is also provided.

In the agreement, Mr. Verdier acknowledges that he was not able to be involved in the technical or scientific project and that consequently, he will not claim any royalties. Mr. Verdier also acknowledges in the agreement that he is not entitled to claim any medical

or technical or scientific inventive contribution to the projects conducted by Helioscopie.
The statements made in this agreement show that Mr. Verdier does not wish to join the application.

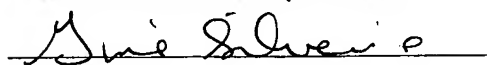
Enclosed is a Petition for Extension of Time under 37 CFR 1.136(a) as well as the \$1080.00 fee for a five-month extension of time. It is not believed that any further petition fees are required. However, if the Office believes that additional fees may be required, the Office is authorized to charge any deficiency to Deposit Account No. 20-0778.

Respectfully submitted,


James W. Kayden, Reg. No. 31,532

**THOMAS, KAYDEN,
HORSTEMEYER & RISLEY, L.L.P.**
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I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail No. EV749201090US, postage prepaid, in an envelope addressed to: Mail Stop PCT (DO/EO/US), Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450, on

December 23, 2005

Gina Silverio

**PROTOCOLE DE RENONCIATION
DES DROITS ATTACHES AU CONTRAT DE CESSIION DE QUOTE PART
D'INVENTION OU DE CONCEPT DU 5 NOVEMBRE 2001**

ENTRE :

Monsieur Alain VERDIER
demeurant 63400 CHAMALIERES
Ci-après désigné par le Docteur VERDIER

D'UNE PART

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ET

**La Compagnie Européenne d'Etude et de Recherche de Dispositifs pour l'Implantation
par Laparoscopie** dont la marque de fabrication et de commercialisation est
HELIOSCOPIE

Société Anonyme dont le siège social est Rue des Frères Lumière - Zone artisanale du
Château de Malissol – BP 385 – 38217 Vienne cédex

Immatriculée au R.C.S. de Vienne sous le numéro 429 085 483

Dûment représentée par Monsieur Jean-Paul RICOL, Président du Directoire

Ci-après dénommée **HELIOSCOPIE**

D'AUTRE PART

PREAMBULE

Le 5 novembre 2001, les parties s'étaient rapprochées et avaient expressément convenu des clauses et modalités régissant un contrat de cession de quote part d'invention ou de concept du Docteur VERDIER. Le contrat signé et paraphé entérinant cet accord est joint en annexe.

Ce jour, à la demande du Docteur VERDIER, les parties se sont rapprochées en vue de prendre acte et d'entériner la renonciation du Docteur VERDIER à la rémunération telle que prévue à l'article 2 du contrat du 5/11/2001 joint en annexe.

En effet, le Docteur VERDIER n'ayant pu pour des raisons professionnelles se consacrer aux différents projets faisant l'objet du contrat, celui-ci reconnaît ne pas être en mesure de revendiquer aucun apport inventif médical, technique ou scientifique dans la mise en œuvre et l'élaboration des projets conduits par la société HELIOSCOPIE dans les applications définies dans ledit contrat.

TM

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LES PARTIES ONT DONC EXPRESSEMENT CONVENU CE QUI SUIT :

ARTICLE 1 – RENONCIATION

Le Docteur VERDIER renonce expressément, de manière irrévocable et définitive, à l'ensemble de ses droits attachés au contrat du 5/11/2001, pour les raisons sus exposées dans le préambule.

A ce titre, le Docteur VERDIER ne saurait faire valoir le moindre droit visant les articles 1 (Objet), 2 (Rémunération), 4 (Transmission du contrat aux héritiers) et 7 (Règlement et contrôle) du contrat du 5/11/2001.

Le présent protocole annule et remplace les articles 1, 2, 4 et 7 tels que précédemment cités.

ARTICLE 2 – INDEMNITE CONVENTIONNELLE

En vue de couvrir les frais de déplacement engagés par le Docteur VERDIER avant le lancement du projet Recherche et Développement, il a été convenu entre les parties de verser au Docteur VERDIER une indemnité conventionnelle d'un montant de 8000 (huit mille) euros à la signature du présent protocole.

ARTICLE 3 – ENGAGEMENT DU DOCTEUR VERDIER

- Le Docteur VERDIER renonce de manière définitive et irrévocable à la totalité de ses droits de perception des royalties tels que définis dans le contrat du 5 novembre 2001.
- Le Docteur VERDIER renonce à toute autre forme d'indemnité que celle prévue à l'article 2 du présent protocole.
- Le Docteur VERDIER s'interdit toute divulgation d'informations relatives au présent protocole et au contrat du 5/11/2001 et s'engage à la plus complète confidentialité.
- Le Docteur VERDIER s'interdit toute communauté d'intérêt de manière directe ou indirecte avec toute société, personne physique ou morale, pendant une durée de 2 (deux) ans à compter de la date de cession de ses droits, dans les domaines d'application du contrat du 5 novembre 2001.
- Le Docteur VERDIER s'interdit formellement de divulguer ou de transmettre toutes informations susceptibles de nuire à l'image et aux intérêts de la société HELIOSCOPIE.

Les parties conviennent que le présent protocole règle de manière définitive et irrévocable tous différends passés, présents ou à venir qui pourraient survenir entre les co-signataires concernant la quote part d'invention du Docteur VERDIER.

Fait à Vienne

Le 20 Juin 2005

En deux exemplaires originaux

Hélioscopie S.A.
Pour **HELIOSCOPIE**
Rue des Frères Lumière
Monsieur Jean Paul RICOL
Président du Directoire
Tél. (33) 04 74 16 18 18 - Fax (33) 04 74 16 18 18
SIRET 425 085 483 00023 - Code APE 3311 F

Monsieur Alain VERDIER



**PROTOCOL RENUNCIATING RIGHTS ATTACHED TO THE
NOVEMBER 5, 2001 CONTRACT ASSIGNING A
SHARE IN INVENTION OR CONCEPT**

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BETWEEN:

Mr. Alain VERDIER
of 63400 CHAMALIERES
referred to below as Dr. VERDIER

for the one part

AND:

**La Compagnie Européenne d'Etude et de Recherche de Dispositifs pour
l'Implantation par Laparoscopie** whose manufacturing and commercial trademark
is **HELIOSCOPIE**
incorporated as a *société anonyme* having its registered at Rue des Frères Lumière -
Zone artisanale du Château du Malissol - BP 385 - 38217 VIENNE cedex
Recorded in the Vienne Companies and Trade Register under the No. 429 085 483
Duly represented by Mr. Jean-Paul RICOL, President of its Managing Board,
hereinafter referred to as **HELIOSCOPIE**

for the other part

WHEREAS

On November 5, 2001, the parties met and expressly agreed clauses and terms governing a contract assigning a share in invention or concept by Dr. VERDIER. The contract as signed and initialed confirming that agreement accompanies these presents in appendix.

Now, at the request of Dr. VERDIER, the parties have met in order to note and confirm Dr. VERDIER's renunciation of the remuneration as set out in Article 2 of the accompanying November 5, 2001 contract.

Since Dr. VERDIER has been unable, for professional reasons, to devote himself to the various projects constituting the subject matter of the contract, he recognizes that he is in no position to claim any medical, technical, or scientific inventive contribution in implementing and carrying out projects run by **HELIOSCOPIE** in the applications defined in said contract.

THE PARTIES HAVE THEREFORE EXPRESSLY AGREED AS FOLLOWS:

ARTICLE 1 - RENUNCIATION

For the reasons set out above, Dr. VERDIER renounces expressly, irrevocably, and finally, all of the rights associated with the November 5, 2001 contract.

In this context, Dr. VERDIER shall make no claim under Articles 1 (subject matter), 2 (remuneration), 4 (transmission of contract to heirs), and 7 (payment and verification) of the November 5, 2001 contract.

The present protocol cancels and replaces above-specified Articles 1, 2, 4, and 7.

ARTICLE 2 - AGREED INDEMNITY

In order to cover the travel costs borne by Dr. VERDIER before launching the Research and Development project, it has been agreed between the parties to pay Dr. VERDIER an agreed indemnity amounting to 8000 (eight thousand) euros on signature of the present protocol.

ARTICLE 3 - UNDERTAKINGS BY DR. VERDIER

- Dr. VERDIER renounces finally and irrevocably all of his rights to receive royalties as defined in the November 5, 2001 contract.
- Dr. VERDIER renounces any form of indemnity other than that set out in Article 2 of the present protocol.
- Dr. VERDIER undertakes not to disclose any information relating to the present protocol and the November 5, 2001 contract, and undertakes to maintain complete confidentiality.
- Dr. VERDIER undertakes not to share any interest, either directly or indirectly, with any company, individual, or body corporate, for a period of 2 (two) years from the date of the assigning of his rights, in the fields to which the November 5, 2001 applies.
- Dr. VERDIER formally undertakes not to disclose or transmit any information that might harm the image and the interests of HELIOSCOPIE.

The parties agree that the present protocol settles finally and irrevocably all present, past, or future disagreements that might arise between the co-signatories concerning Dr. VERDIER's share in invention.

Done in Vienne
On June 20, 2005
In two originals

For HELIOSCOPIE

Mr. Alain VERDIER

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Patrice Henri LOINTIER
Alain Jean Charles VERDIER
Roger-Michel BORY

Serial No:

Filed:

For: AN INTRA-GASTRIC BALLOON WITH MULTIPLE POUCHES, A
SURGICAL DEVICE FOR EXPANDING SAID BALLOON, AND A
CORRESPONDING METHOD OF MANUFACTURE

Derived from: French language PCT international application,
Serial No. **PCT/FR02/04589**

DECLARATION

I, Andrew Scott Marland, of 11, rue de Florence, 75008 Paris, France, declare that I am well acquainted with the English and French languages and that the attached translation of the protocol renouncing rights attached to the November 5, 2001 contract assigning a share in invention or concept is a true and faithful translation of that document.

All statements made herein are to my own knowledge true, and all statements made on information and belief are believed to be true; and further, these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any document or any registration resulting therefrom.



Date: October 18, 2005

Andrew Scott Marland
